Second Amendment to Wireless Interconnection Agreement

This Second Amendment (this "Amendment") to the Wireless Interconnection Agreement, approved by the Public Service Commission of Wisconsin in Docket 05-TI-1093 on August 3, 2004 (the "Agreement"), is made this 15th day of April 2005 (the "Amendment Effective Date"), by and between TDS Telecommunications Corporation (on behalf of its subsidiaries set forth on Appendix A of the Agreement) ("TDS Telecom") and ALLTEL Communications, Inc. ("ALLTEL"). (TDS and ALLTEL may be hereinafter referred to, each individually, as a "Party" and, collectively, as the "Parties"). This Amendment covers services in the state of Wisconsin (the "State").

WITNESSETH:

WHEREAS, TDS and ALLTEL are Parties to an Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 dated January 1, 2003 (the "Agreement"); and

WHEREAS, subsequent to the approval of the Agreement, ALLTEL notified TDS that it desired to amend the Agreement as set forth herein; and

NOW, THEREFORE, in consideration of the mutual promises, provisions and covenants herein contained, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Amendment to the Agreement. The Parties will amend the Agreement to include the following 911 Wireless Attachment attached hereto as Attachment A, all of which shall apply to and be a part of the Agreement (hereinafter referred to as the "Amended Agreement").

2. Miscellaneous Provisions.

   2.1 Conflict between this Amended Agreement and the Agreement. This Amended Agreement shall be deemed to revise the terms and provisions of the Agreement to the extent necessary to give effect to the terms and provisions of this Amended Agreement. In the event of a conflict between the terms and provisions of this Amended Agreement and the terms and provisions of the Agreement, this Amended Agreement shall govern, *provided, however,* that the fact that a term or provision appears in this Amended Agreement but not in the Agreement, or in the Agreement but not in this Amended Agreement, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.

   2.2 Counterparts. This Amended Agreement may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.

   2.3 Captions. The Parties acknowledge that the captions in this Amended Agreement have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amended Agreement.

2.4 Scope of Amended Agreement. This Amended Agreement shall amend, modify and revise the Agreement only to the extent set forth expressly in Section 1 of this Amended Agreement, and, except to the extent set forth in Section 1 of this Amended Agreement, the terms and provisions of the Agreement shall remain in full force and effect after the Effective Date.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Amendment Effective Date.

ALLTEL COMMUNICATIONS, INC.	**TDS TELECOMMUNICATIONS CORPORATION**
By:	By:
Printed: Michael D. Rhoda	Printed: Louis D. Reilly
Title: Vice President – Business Development	Title: Director – Carrier Relations

Signature page of the Second Amendment to the Wireless Interconnection Agreement between
TDS TELECOMMUNICATIONS CORPORATION and ALLTEL COMMUNICATIONS, INC., dated April 15, 2005.

ATTACHMENT A – 911 WIRELESS ATTACHMENT

TABLE OF CONTENTS

APPENDIX C TO WIRELESS INTERCONNECTION AGREEMENT TDS TELECOM – WISCONSIN BETWEEN ALLTEL COMMUNICATIONS, INC. AND TDS TELECOMMUNICATIONS CORPORATION DATED JANUARY 1, 2003
EMERGENCY SERVICE ACCESS (E911)

1.1 This Appendix C sets forth terms and conditions for 911 Service Access provided by the TDS Telecommunications Corporation subsidiaries or affiliates identified on Appendix A (collectively "TDS TELECOM") to ALLTEL Communications, Inc. ("ACI") for access to TDS TELECOM's 911 and E911 Databases, and interconnection to a TDS TELECOM 911 Selective Router for the purpose of Call Routing of 911 calls completion to a Public Safety Answering Point (PSAP) as required by Section 251 of the Act.

1.2 Wireless E911 Service Access is a service which enables ACI's use of TDS TELECOM's 911 network service elements which TDS TELECOM uses in the provision of E911 Universal Emergency Number/ 911 Telecommunications Services, where *TDS TELECOM* is the 911 service provider. E911 Authority purchases Universal Emergency Number/911 Telecommunications Service from TDS TELECOM. Wireless E911 Service Access makes available to ACI only the service configuration purchased by the E911 Authority from TDS TELECOM. TDS TELECOM shall provide Wireless E911 Service Access to ACI as described in this Appendix C, in each area in which (i) ACI is authorized to provide CMRS and (ii) TDS TELECOM is the 911 service provider. The Federal Communications Commission has, in FCC Docket 94-102, ordered that providers of CMRS make available to their end users certain E911 services, and has established clear and certain deadlines and by which said service must be available. Wireless E911 Service Access is compatible with ACI's Phase I and Phase II E911 obligations.

1.11 The prices at which TDS TELECOM agrees to provide ACI with E911 Service Access is contained in the applicable State Access Services tariff where stated.

2. DEFINITIONS

2.1 **"911 System"** means the set of network, database and customer premise equipment (CPE) components required to provide 911 service.

2.2 **"911 Call(s)"** means a call made by an ACI Wireless End User by dialing "911" (and, as necessary, pressing the "Send" or analogous transmitting button) on a Wireless Handset.

2.3 **"Alternate PSAP"** means a Public Safety Answering Point (PSAP) designated to receive calls when the primary PSAP is unable to do so.

2.4 **"Automatic Location Identification"** or **"ALI"** means the necessary location data stored in the 911 Selective Routing/ALI Database, which is sufficient to identify the tower and/or face from which a wireless call originates.

2.5 **"Automatic Location Identification Database"** or **"ALI Database"** means the emergency service (E911) database containing caller information. Caller information may include, but is not limited to, the carrier name, Call Back Number, and Cell Site/Sector Information.

2.6 **"Automatic Number Identification"** or **"ANI"** means a signaling parameter that refers to the number transmitted through a network identifying a pANI. With respect to 911 and E911, "ANI" means a feature by which the pANI is automatically forwarded to the 911 Selective Routing Switch and to the PSAP's Customer Premise Equipment (CPE) for display.

2.7 **"Call Back Number"** means the Mobile Identification Number (MIN) or Mobile Directory Number (MDN), whichever is applicable, of an *ACI* Wireless End User who has made a 911 Call, which may be used by the PSAP to call back the *ACI's* Wireless End User if a 911 Call is disconnected, to the extent that it is a valid, dialable number.

2.8 **"Call path Associated Signaling" or "CAS"** means a wireless 9-1-1 solution set that utilizes the voice transmission path to also deliver the Mobile Directory Number (MDN) and the caller's location to the PSAP.

2.9 **"Centralized Automatic Message Accounting (CAMA) Trunk"** means a trunk that uses Multi-Frequency (MF) signaling to transmit calls from the ACI switch to a TDS TELECOM E911 Selective Router.

2.10 **"Cell Sector"** means a geographic area defined by ACI (according to ACI's own radio frequency coverage data), and consisting of a certain portion or all of the total coverage area of a Cell Site.

2.11 **"Cell Sector Identifier"** means the unique alpha or alpha-numeric designation given to a Cell Sector that identifies that Cell Sector.

2.12 **"Cell Site/Sector Information"** means information that indicates to the receiver of the information the Cell Site location receiving a 911 Call made by a ACI's Wireless End User, and which may also include additional information regarding a Cell Sector.

2.13 **"Common Channel Signaling/Signaling System 7 Trunk"** or **"CCS/SS7 Trunk** or **SS7 Signaling"** means a trunk that uses Integrated Services Digital Network User Part (ISUP) signaling to transmit ANI from ACI's switch to a TDS TELECOM 911 Selective Routing Tandem.

2.14 **"Company Identifier"** or **"Company ID"** means a three to five (3 to 5) character identifier chosen by ACI that distinguishes the entity providing dial tone to the End User. The Company ID is maintained by NENA in a nationally accessible database.

2.15 **"Database Management System"** or **"DBMS"** means a system of manual procedures and computer programs used to create, store and update the data required to provide Selective Routing and/or ALI for 911 systems.

2.16 **"Designated PSAP"** means the PSAP designated to receive a 911 Call based upon the geographic location of the Cell Site. A "Default PSAP" is the PSAP designated to receive a 911 Call in the event the Selective Router is unable to determine the Designated PSAP. The "Alternate PSAP" is the PSAP that may receive a 911 Call in the event the Designated PSAP is unable to receive the 911 call.

2.17 **"E911 Authority"** means a municipality or other State or Local government unit, or an authorized agent of one or more municipalities or other State or Local government units to whom authority has been lawfully as the administrative entity to manage a public emergency telephone system for emergency police, fire, and emergency medical services through the use of one telephone number, 911.

2.18 **"E911 Service"** means the functionality to route wireless 911 calls and the associated caller and/or location data of the wireless end user to the appropriate Public Safety Answering Point.

2.19 **"E911 Trunk"** means one-way terminating circuits which provide a trunk-side connection between ACI's MSC and TDS TELECOM 911 Tandem equipped to provide access to 911 services as technically defined in Telcordia Technical Reference GR145-CORE.

2.20 **"E911 Universal Emergency Number Service"** (also referred to as "Expanded 911 Service" or "Enhanced 911 Service") or **"E911 Service"** means a telephone exchange communications service whereby a PSAP answers telephone calls placed by dialing the number 911. E911 includes the service provided by the lines and equipment associated with the service arrangement for the answering, transferring, and dispatching of public emergency telephone calls dialed to 911. E911 provides completion of a call to 911 via dedicated trunks and includes ANI, ALI, and/or Selective Routing (SR).

2.21 **"Emergency Services"** means police, fire, ambulance, rescue, and medical services.

2.22 **"Emergency Service Routing Digits"** or **"ESRD"** is a digit string that uniquely identifies a base station, Cell Site, or sector that may be used to route emergency calls through the network in other than an NCAS environment.

2.23 **"Emergency Service Routing Key"** or **"ESRK"** is a 10 digit routable, but not necessarily dialable, number that is used not only for routing but also as a correlator, or key, for the mating of data that is provided to the

PSAP (a.k.a. 911 Center) by different paths, such as via the voice path and ALI data path in an NCAS environment.

2.24 **"Hybrid CAS"** means a wireless 911 solution set that utilizes one transmission path to deliver the voice and Mobile Directory Number (MDN) to the PSAP and a separate transmission path to deliver the callers location information to the PSAP.

2.25 **"Meet Point"** means the demarcation between the TDS TELECOM network and the ACI network.

2.26 **"Mobile Directory Number"** or **"MDN"** means a 10-digit dialable directory number used to call a Wireless Handset.

2.27 **"Mobile Identification Number"** or **"MIN"** means a 10-digit number assigned to and stored in a Wireless Handset.

2.28 **"National Emergency Number Association"** or **"NENA"** means the not-for-profit corporation established in 1982 to further the goal of "One Nation-One Number." NENA is a networking source and promotes research, planning, and training. NENA strives to educate, set standards and provide certification programs, legislative representation and technical assistance for implementing and managing 911 systems.

2.29 **"Non-Call path Associated Signaling"** or **"NCAS"** means a wireless 911 solution set that utilizes one transmission path to deliver the voice and a separate transmission path to deliver the Mobile Directory Number and the caller's location to the PSAP.

2.30 **"Phase I"** – as defined in CC Docket 94-102. Phase I data includes the Call Back Number and the associated 911 ALI.

2.31 **"Phase II"** – as defined in CC Docket 94-102. Phase II data includes XY coordinates, confidence factor and certainty

2.32 **"Public Safety Answering Point"** or **"PSAP"** means an answering location for 911 calls originating in a given area. The E911 Authority may designate a PSAP as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs answer calls; secondary PSAPs receive calls on a transfer basis. PSAPs are public safety agencies such as police, fire, emergency medical, etc., or a common bureau serving a group of such entities.

2.33 **"Pseudo Automatic Number Identification (pANI)"** is a 10-digit telephone number used to support routing of wireless 911 calls. It is used to identify the Cell Site and/or cell sector from which the call originates, and is used to link the ALI record with the caller's MDN.

2.34 **"Selective Routing"** or **"SR"** means an E911 feature that routes an E911 call from a 911 Selective Routing Switch to the Designated or Primary PSAP based upon the pANI associated with the originating Cell Site and/or Cell Sector.

2.35 **"Service Provider"** means an entity that provides one or more of the following 911 elements; network, database, or CPE

2.36 **"Shell Record"** means a partial ALI record which requires a dynamic update of the ESRK, Call Back Number, Cell Site and Sector Information for a Phase I deployment, and XY location data for a Phase II deployment. The dynamic update requires input from the wireless carrier's network prior to updating the ALI record and forwarding to the appropriate PSAP.

2.37 **"Wireless Handset"** means the wireless equipment used by a wireless end user to originate wireless calls or to receive wireless calls.

3. *TDS TELECOM'S* RESPONSIBILITIES

3.1 TDS TELECOM shall provide and maintain such equipment at the E911 SR and the DBMS as is necessary to perform the E911 Services set forth herein when TDS TELECOM is the 911 service provider. TDS TELECOM shall provide 911 Service to ACI in areas where ACI is licensed to provide service and TDS

TELECOM provides the 911 System component. In such situations, TDS TELECOM shall provide ACI access to the TDS TELECOM 911 System as described in this section.

3.2 Call Routing

3.2..1 TDS TELECOM will route 911 calls from the TDS TELECOM SR to the designated Primary PSAP or to designated alternate locations, according to routing criteria specified by the PSAP. Alternate PSAPs not subscribing to the appropriate wireless service shall not receive all features associated with the primary wireless PSAP.

3.2..2 When routing a 911 call and where TDS TELECOM is the ALI Database Provider, in a Phase I application, TDS TELECOM will forward the Phase I data as provided by the Wireless Carrier and in a Phase II application, TDS TELECOM will forward the Phase I and Phase II data as provided by the Wireless Carrier.

3.3 Facilities and Trunking

3.3.1 TDS TELECOM shall provide and maintain sufficient dedicated E911 trunks from TDS TELECOM's SR's to the PSAP of the E911 Customer, according to provisions of the applicable State Commission approved tariff and documented specifications of the E911 Authority.

3.3.2 After receiving *ACI's* order, TDS TELECOM will provide, and ACI agrees to pay for, transport facilities required for 911 trunk termination. Except as provided in Section 8.1, transport facilities shall be governed by the applicable TDS TELECOM Access Services tariff. Additionally, when ACI requests diverse facilities, TDS TELECOM will provide such diversity where technically feasible, at standard tariff rates.

3.3.3 TDS TELECOM and Wireless Carrier will cooperate to promptly test all trunks and facilities between ACI's network and the TDS TELECOM SR(s).

3.3.4 TDS TELECOM will be responsible for the coordination and restoration of all 911 network maintenance problems to ACI's facility Meet Point.

3.4 Database

3.4.1 Where TDS TELECOM manages the 911 and E911 Databases and ACI deploys a CAS or Hybrid-CAS Solution utilizing TDS TELECOM E911 DBMS:

3.4.1.1 TDS TELECOM shall store the ACI's ALI records in the electronic data processing database for the E911 DBMS.

3.4.1.2 TDS TELECOM shall coordinate access to the TDS TELECOM E911 DBMS for the initial loading and updating of ACI ALI records.

3.4.1.3 TDS TELECOM's ALI database shall accept electronically transmitted files that are based upon NENA standards.

3.4.2 Where TDS TELECOM manages the 911 and E911 Databases, and ACI deploys an NCAS solution:

3.4.2.1 *ACI's* designated third-party provider shall perform the above database functions.

3.4.2.2 TDS TELECOM will provide a copy of the static MSAG received from the appropriate E911 Authority, to be utilized for the development of Shell ALI Records.

4. ACI's RESPONSIBILITIES

4.1 Call Routing

4.1.1 Where TDS TELECOM is the 911 System Service Provider, ACI will route 911 calls from ACI's MSC to the TDS TELECOM SR office of the 911 system.

4.1.2 Depending upon the network service configuration, ACI will forward the ESRD and the MDN of the party calling 911 or the ESRK associated with the specific Cell Site and sector to the TDS TELECOM 911 SR.

4.2 Facilities and Trunking

4.2.1 Where specified by the E911 Authority, ACI shall provide or order from TDS TELECOM, transport and trunk termination to each TDS TELECOM 911 SR that serves the areas in which ACI is licensed to and will provide CMRS service.

4.2.2 Wireless Carrier shall maintain facility transport capacity sufficient to route 911 traffic over trunks dedicated for 911 interconnection between the ACI's MSC and the TDS TELECOM SR

4.2.3 Wireless Carrier is responsible for determining the proper quantity of trunks and transport facilities from ACI's MSC to interconnect with the TDS TELECOM 911 SR.

4.2.4 ACI acknowledges that its End Users in a single local calling scope may be served by different SRs and ACI shall be responsible for providing facilities to route 911 calls from its End Users to the proper E911 SR.

4.2.5 Wireless Carrier shall provide one-way outgoing trunk(s) dedicated for originating 911 Emergency Service calls from the ACI's MSC to each TDS TELECOM 911 Selective Router, where applicable. Where SS7 connectivity is available and required by the applicable PSAP, the Parties agree to implement CCS/SS7 trunks rather than CAMA (MF) trunks.

4.2.6 ACI is responsible for appropriate diverse facilities if required by applicable State Commission rules and regulations or if required by other governmental, municipal, or regulatory authority with jurisdiction over 911 services.

4.2.7 ACI shall engineer its 911 trunks to maintain a minimum P.01 grade of service as specified by NENA standards.

4.2.8 In order to implement Phase II E911 Service, Wireless Carrier is responsible for ordering a 56K or 64K frame relay or fractional T-1 circuit ("Data Circuit") from ACI's MSC to the appropriate TDS TELECOM ALI server where TDS TELECOM is the designated ALI Database Provider. Such Data Circuit may be ordered from TDS TELECOM affiliate or vendor of ACI's choice.

4.2.9 Wireless Carrier shall monitor its 911 circuits for the purpose of determining originating network traffic volumes. If *ACI's* traffic study indicates that additional circuits are needed to meet the current level of 911 call volumes, ACI shall request additional circuits from TDS TELECOM.

4.2.10 Wireless Carrier will cooperate with TDS TELECOM to promptly test all 911 trunks and facilities between ACI's network and the TDS TELECOM 911 Selective Router(s) to assure proper functioning of 911 service. ACI agrees that it will not pass live 911 traffic until both parties complete successful testing.

4.2.11 ACI is responsible for the isolation, coordination and restoration of all 911 network maintenance problems to ACI's facility Meet Point. ACI is responsible for advising TDS TELECOM of the circuit identification and the fact that the circuit is a 911 circuit when notifying TDS TELECOM of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. TDS TELECOM will refer network trouble to ACI if no defect is found in TDS TELECOM's 911 network. The Parties agree that 911 network problem resolution will be managed expeditiously at all times.

4.3 Database

4.3.1 Where TDS TELECOM is the 911 System Service Provider, and ACI deploys a CAS or Hybrid CAS Solution utilizing TDS TELECOM 911 DBMS:

4.3.1.1 Wireless Carrier or its representatives shall be responsible for providing ACI's ALI Records to TDS TELECOM, for inclusion in TDS TELECOM's DBMS on a timely basis,

once E911 trunking has been established and tested between ACI's MSC and all appropriate SRs.

4.3.1.2 ACI or its agent shall provide initial and ongoing updates of *ACI's* ALI Records that are in electronic format based upon established NENA standards.

4.3.1.3 ACI shall adopt use of a Company ID on all ACI ALI Records in accordance with NENA standards. The Company ID is used to identify the carrier of record in facility configurations.

4.3.1.4 ACI is responsible for providing updates to TDS TELECOM 911 DBMS; in addition, ACI is responsible for correcting any errors that may occur during the entry of their data as reflected on the status and error report.

4.3.2 Where TDS TELECOM is the 911 System Service Provider, and ACI deploys an NCAS solution:

4.3.2.1 ACI's designated third-party provider shall perform the above database functions.

4.3.2.2 ACI's designated third party shall be responsible for ensuring ACI's Shell Records for ALI are submitted to TDS TELECOM, for inclusion in TDS TELECOM's 911 DBMS, on a timely basis, once E911 trunking has been established and tested between ACI's MSC and all appropriate SRs.

4.3.2.3 ACI's third-party provider shall provide initial and ongoing updates of ACI's Shell Records for ALI that are in electronic format based upon established NENA standards.

4.4 Other

4.4.1 ACI is responsible for collecting from its End Users and remitting to the appropriate municipality or other governmental entity any applicable 911 surcharges assessed on the wireless service provider and/or End Users by any municipality or other governmental entity within whose boundaries the ACI provides CMRS.

4.4.2 In the event that there is a valid E911 Phase II PSAP request, Wireless Carrier shall notify TDS TELECOM Industry Markets 911 Account Manager at least five (5) months prior to *ACI's* proposed Phase II implementation state.

5. RESPONSIBILITIES OF BOTH PARTIES

5.1 Jointly coordinate the provisioning of transport capacity sufficient to route originating 911 calls from the ACI's MSC to the designated TDS TELECOM 911 Selective Router(s).

6. METHODS AND PRACTICES

6.1 With respect to all matters covered by this Appendix C, each Party will comply with all of the following to the extent that they apply to E911 Service: (i) all FCC and applicable State Commission rules and regulations, (ii) any requirements imposed by any Governmental Authority other than a Commission, (iii) the terms and conditions of TDS TELECOM's applicable Commission ordered tariff(s) and (iv) the principles expressed in the recommended standards published by NENA.

7. CONTINGENCY

7.1 The terms and conditions of this Appendix C represent a negotiated plan for providing access to 911 and E911 Databases, and interconnection to a TDS TELECOM 911 Selective Router for the purpose of Call Routing of 911 calls completion to a Public Safety Answering Point (PSAP) as required by Section 251 of the Act.

7.2 The Parties agree that the E911 Service is provided for the use of the E911 Authority, and recognize the authority of the E911 Authority to establish service specifications and grant final approval (or denial) of service configurations offered by TDS TELECOM and Wireless Carrier.

8. BASIS OF COMPENSATION

8.1 ACI shall compensate TDS TELECOM at the rates set forth in the State Access Services tariff on a going forward basis. In the event TDS TELECOM files a new or revised tariff after the effective date of this Appendix C ("New Tariff") containing rates that vary from rates contained in a prior approved tariff or if such New Tariff contains additional or different elements, when the rates or elements in the New Tariff become effective, such rates or elements shall apply to the corresponding elements on a going forward basis from the date the rates in the New Tariff become effective.

8.2 Charges for E911 Service shall begin once the trunks and facilities are installed and successfully tested between ACI's network and TDS TELECOM SR(s).

9 LIABILITY

9.1 TDS TELECOM's liability and responsibility for damages, if any, for its gross negligence, recklessness or intentional misconduct, is not limited by any provision of this Appendix C. Except as otherwise provided, TDS TELECOM shall not be liable to ACI for any loss arising out of the provision of E911 Service or any errors, interruptions, defects, failures or malfunctions of E911 Service, including any and all equipment and data processing systems associated therewith and damages arising out of such interruptions, defects, failures or malfunctions of E911 Service, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after TDS TELECOM has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from ACI until service is restored.

9.2 ACI's liability and responsibility for damages, if any, for its gross negligence, recklessness or intentional misconduct is not limited by any provision of this Appendix C. Except as otherwise provided, ACI shall not be liable to TDS TELECOM for any loss arising out of the provision of E911 Service or any errors, interruptions, defects, failures or malfunctions of E911 Service, including any and all equipment and data processing systems associated therewith and damages arising out of such interruptions, defects, failures or malfunctions of the system after ACI has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from TDS TELECOM until service is restored.

9.3 Notwithstanding Sections 9.1 and 9.2, each Party, hereafter the Indemnifying Party, agrees to release, indemnify, defend and hold harmless the other Party, hereafter the Indemnified Party, from any and all Loss, including but not limited to those involving an allegation of infringement or invasions of the right of privacy or confidentiality, arising out of any act or omission of the Indemnifying Party with respect to E911 Service provided hereunder or out of the use of the E911 Service, whether suffered, made, instituted or asserted by the Indemnifying Party, End Users, or by any other parties or persons, for any personal injury or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by the Indemnifying Party, End Users or others, except to the extent the act or omission causing the Loss was the gross negligence, recklessness or intentional misconduct, or act or omission of the Indemnified Party .

10. MUTUALITY

10.1 Wireless Carrier agrees that to the extent it offers the type of services covered by this Appendix C to any company, that should TDS TELECOM request such services, ACI will provide such services to TDS TELECOM under terms and conditions comparable to the terms and conditions contained in this Appendix C.

11. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

11.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and

to be applicable to, each interconnection, service and network element provided hereunder: definitions; interpretation, construction and severability; general responsibilities of the Parties; effective date, term and termination; billing and payment of charges; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnity; remedies; intellectual property; publicity and use of trademarks and service marks; confidentiality; intervening law; governing law; regulatory approval; changes in End User local Exchange Service provider selection; compliance and certification; law enforcement and civil process; relationship of the Parties/independent contractor; no third Party beneficiaries, disclaimer of agency; assignment; subcontracting; environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; End User inquiries; expenses; conflict of interest; survival of obligations, scope of agreement; amendments and modifications; and entire agreement.